#### IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants: Naressi, Alexandre et al. Examiner: TBD Serial No. 10/598.387 Art Unit: 2612

Filing Date: August 25, 2006 Atty. Docket No.: 33836.00.0100

Confirmation No.: 3439

Title: RFID ENABLED MEDIA SYSTEM AND METHOD

Mail Stop Missing Parts Commissioner for Patents

P. O. Box 1450 Alexandria, VA 22313-1450

## PETITION UNDER 37 C.F.R. § 1.47(a) BY JOINT INVENTOR ON BEHALF OF NON-SIGNING INVENTOR

- 1. A declaration signed by one of the joint inventors, Mr. Alexandre Naressi, on his own behalf an on behalf of the non-signing inventor, Mr. Patrice Fauvet, as required by 37 C.F.R. §§ 1.63 and 1.64, accompanies this petition. Per M.P.E.P. § 409.03(a), because the declaration is signed by the available joint inventor with the signature block of the non-signing inventor left blank, the accompanying declaration may be treated as having been signed by the available joint inventor on behalf of the non-signing inventor.
- Upon information and belief, the last known addresses of Mr. Patrice Fauvet is Résidence Azur Eden, 70 Boulevard Carnot, 06400 Cannes, FRANCE.
- Proof that the non-signing inventor, Mr. Patrice Fauvet, refuses to execute the application papers is set forth in the STATEMENT OF FACTS attached hereto as Exhibit 1.

4. The Commissioner is hereby authorized to charge the petition fee (37 C.F.R. § 1.17) and any underpayment, or credit any overpayment to Deposit Account No. 22-0259, for any payment in connection with this petition, including any fees for extension of time, which may be required.

Respectfully submitted,

Date: 9/23/2008

By: /Christopher P. Moreno/ Christopher P. Moreno Registration No. 38,566

Vedder, Price, Kaufman & Kammholz, P.C. 222 N. LaSalle Street Chicago, Illinois 60601

Phone: (312) 609-7842 Fax: (312) 609-5005

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Title: RFID ENABLED MEDIA SYSTEM AND METHOD

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#### STATEMENT OF FACTS

- 1. I, Laurent Thibon, a citizen of France, make this statement in support of the PETITION UNDER 37 C.F.R. § 1.47(a) BY JOINT INVENTOR ON BEHALF OF NON-SIGNING INVENTOR in connection with the above-identified application
- 2. This statement is made as the exact facts that are relied upon to establish the diligent effort made to secure the execution of the declaration by the non-signing inventor, Mr. Patrice Fauvet, for the above-identified patent application before and after deposit thereof in the Patent and Trademark Office. I have first hand knowledge of the facts recited below
- On August 21, 2006 (shortly before filing of the above-identified application), I sent an email to Mr Fauvet at his work email address referencing the above-identified application (as identified by my docket number B6471) and enclosing a copy of a declaration document. An English translation of this email is attached hereto as Exhibit 1A. In that email, I requested that Mr. Fauvet execute the declaration and return it to me as soon as possible, noting that additional fees in the application would be incurred if the executed declaration was not received by August 25, 2006. Mr. Fauvet did not reply to my email nor did he return an executed copy of the enclosed declaration.

C/my documents/Accenture/33836 00 0100 (01549-00-PC1-US) RFID III/Rule 47(a) petition/Accenture 00 0100 Rule 47(a) Statement of Facts vI doc

- b. Upon information and belief, the last known addresses of Mr. Fauvet is Résidence Azur Eden, 70 Boulevard Carnot, 06400 Cannes, FRANCE This address was identified after I performed searches of various local telephone directories, including web-based directories
- c. On August 11, 2008, I sent a letter to Mr. Fauvet, at the last known address noted above, via registered mail that requires signature of the recipient to complete delivery. An English translation of this letter is attached hereto as Exhibit 1B. Also attached hereto as Exhibit 1C is a copy of the delivery receipt stamped August 13, 2008 showing Mr. Fauvet's signature (as determined by comparison with Mr. Fauvet's signature the work contract attached hereto as Exhibit 1D, an English translation of which is attached hereto as Exhibit 1E). As stated in the letter, I enclosed a copy of the declaration for Mr Farvet's signature as well as copies of the application and drawings for the above-identified application (once again identified by my docket number B6471) Furthermore, the letter requested that he should return the executed declaration no later than September 1, 2008. Once again, Mr. Farvet did not reply to the letter nor did he return an executed copy of the enclosed declaration.

Laurent Thibon

Date: 52/23, 2088

Cabinet Beaumont 1, rue Champollion 38000 Grenoble, FRANCE

#### Cabinet Beaumont

From: Cabinet Beaumont [cab.beaumont@wannado.fr]

Sent:: Monday, August 21, 2006, 15:29
To: Patrice FAUVET; Alexandre Naressi

Subject: B6135 / B6464 / B6471

Attachments: Assignment 0100.doc: Assignment 0099.doc: Assignment: 0098.doc: Declaration

0100.doc: Declaration 099.doc: Declaration 0098.doc

#### Dear Sirs.

In preparation for the filing of the above-referenced patent applications in the United States, please return the 3 "declarations" and the 3 "Assignments" attached, duly signed. Your signature must be your sumame and first name written in a readable form. You may each sign separate versions of the document

Please return these documents as soon as possible (Accenture will have to pay additional fees if filed after August 25).

#### Laurent Thibon

Cabinet Beaumont 1, rue Champollion 38000 GRENOBLE Tel 33.4.76.51.84.51 Fax 33.4.76.44 62.54

# CABINET BEAUMONT conseils en propriété industrielle

Michel de Beaumont Ingénieur E.S.E Conseil en Brevets European Patent Attorney

Francis Bosch Ingénieur E.S.E European Patent Attorney David Décourtye Ingénieur ÉNSICA Conseil en Brevets

European Patent Attorney
Jeremy Harrison
Imperial College London
European Patent Attorney
Françoise Murgier
Professeur de Physique Chinele
Véronique Boaujean
Consell en Marques & Modèlee
Mandataire O H H 1

Laurent Thibon Ingénieur ESIGELEC Conssil en Brevets & Marques European Patent Attornay

Pierre de Beaumont

## TRANSLATOR VERIFICATION CERTIFICATE

- I, Jeremy Harrison, I Rue Champollion, 38000 GRENOBLE, FRANCE, fully conversant with the English and French languages, hereby certify that to the best of my knowledge and belief the following is a true translation into the English language, which has been made by me and for which I accept responsibility:
- Email dated August 21, 2006, 15:29 sent by Laurent Thibon of Cabinet Beaumont to Patrice Fauvet and Alexandre Naressi; and - Letter dated August 11, 2008 from Laurent Thibon to Patrice Fauvet.

Signed this 15 th day of September 2008

Jeremy Harrison

# CARINET BEAUMONT consells en procriété industrielle

Michel de Beaumont Ingénieur E.S.E Conseil en Brevets European Patent Attorney

Francis Bosch
Ingéneur E.S.E
European Patent Attorney
David Décourtye
Ingénieur ENSICA
Conseil en Brevels
European Patent Attorney
Jeremy Harrison
Imperial College London
European Patent Attorney

European Patent Attorney
Françoise Murgier
Professeur de Physique-Chimie
Véronique Beaujean
Conseil an Marques & Modèles
Handspire O H N I

Laurent Thibon
Ingénieur ESIGELEC
Conseil en Brevets & Merques
Europaan Patent Attorney

Pierre de Beaumont Naîtrise Chim - Phys électronique

Mr. FAUVET Patrice Résidence Azur Eden 70 bd Carnot 06400 CANNES

Grenoble, August 11, 2008

Registered mail no.: RA6382 0975 8FR

Our Ref: C7022II

(B6135/B6464/B6471 PCT)

Subject: Declarations for use in US procedures

Dear Mr. Fauvet,

While you were employed by Accenture, you participated in the realization of a mission invention which formed the basis of three international patent applications.

These international applications have entered the national phase in the United States. American procedure requires that we file, for each case, a declaration signed by the inventors.

Therefore, please find enclosed three declaration forms accompanied by the specifications and drawings of the corresponding patent applications.

Please sign and date the declarations and return them to us by SEPTEMBER 1, 2008.

Very truly yours,

Laurent Thibon

Encl .: Declaration forms,

Specifications and drawings of the corresponding patent applications.

= ) HIBIT 1B

# CABINET BEAUMONT conseils on propriété industrielle

Michel de Beaumont Ingénieur E.S.E Conseil en Brevets European Patent Attorney

Francis Bosch
Ingénieur E.S.&
European Patent Attorney
David Décourtye
Ingénieur EMSICA
Conseil en Brevets
European Patent Attorney

Censen en Brevets
European Pichett Attorney
Jeremy Harrison
Imperal Cettige tondon
European Patent Attorney
Françoise Murgier
Professeur de Physique Chimie
Véronique Beaujean
Conseil en Marques & Modèles
Handstalre O H H 1

Laurent Thibon Ingénieur ESIGELEC Conseil en Brevets & Marques European Patent Attorney

Pierre de Beaumont Haitrisa Chim -Phys électronique

## TRANSLATOR VERIFICATION CERTIFICATE

- I, Jeremy Harrison, 1 Rue Champollion, 38000 GRENOBLE, FRANCE, fully conversant with the English and French languages, hereby certify that to the best of my knowledge and belief the following is a true translation into the English language, which has been made by me and for which I accept responsibility:
- Email dated August 21, 2006, 15:29 sent by Laurent Thibon of Cabinet Beaumont to Patrice Fauvet and Alexandre Naressi; and - Letter dated August 11, 2008 from Laurent Thibon to Patrice Fauvet.

Signed this 15 th day of September 2008

Jeremy Harrison





EXHIBIT IC

#### ARTHUR ANDERSEN INFORMATIQUE

BUREAUX:

TOUR GAN-CEDEX 13 92082 PARIS LA DÉFENSE 2 42 91 07 07

TOUR CRÉDIT LYONNAIS 69431 LYON CEDEX 03 78 63 72 00

BUROLINES, 2" RUE M. DORET 31700 BLAGNAC 8130 0930

BUROPOLIS. BATINENT A 1840 ROUTE DES DOLINES SOPHIA ANTIPOLIS 06560 VALHONNE 92 94 07 00

## CONTRAT DE TRAVAIL

#### ENTRE LES SOUSSIGNES

ARTHUR ANDERSEN INFORMATIQUE Société Anonyme au capital de 13 487 900 F, inscrite au Registre du Commerce de Nanterre et des Sociétés sous le n° B 322 377 409 dont le siège social est TOUR GAN CEDEX 13 92082 PARIS LA DEFENSE d'une part.

ET :

Monsieur Patrick FAUVET demeurant au, 21 Rue Sébastien GRYPHE 69007 LYON d'autre part.

ONT CONVENU ET ATTESTENT CE QUI SUIT :

#### ARTICLE 1 - OBJET

Monsieur Patrick FAUVET est engagé en qualité d'Analyste Programmeur Niveau 2, coefficient 90. Cet emploi est régi par la Convention Collective du SYNTEG révisée au 15/12/87, ainsi que par le règlement intérieur consultables au Service du Personnel et enfin par les conditions particulières, ci-après définies.

#### ARTICLE 2 - NATURE DES FONCTIONS

La Société ARTHUR ANDERSEN INFORMATIQUE définira à Monsieur Patrick FAUVET les interventions de nature diverses qu'il effectuera auprès des clients qui lui seront désignés par les dirigeants d'ARTHUR ANDERSEN INFORMATIQUE.

#### ARTICLE 3 - REMUNERATION

La rémunération de Monsieur Patrick PAUVET a été fixée à 140 400 Francs bruts par an et lui sera réglée en 12 mensualités égales à 11 700 Francs bruts chacune, pour 39 heures de travail hebdomadaire. Au delà de la 39ème heure hebdomadaire, ses heures lui seront rémunérées et majorées selon les dispositions légales en vigueur.

Les congés payés seront attribués suivant les prescriptions de la législation en vigueur et compte tenu des nécessités de sa mission.

De la même façon, Monsieur Patrick FAUVET bénéficiera à compter de son entrée dans la Société du régime habituellement pratiqué au sein d'ARTHUR ANDERSEN INFORMATIQUE, notamment du régime de retraite CRICA, et de prévoyance GAN.

#### ARTICLE 4 - DURBE

3 decembre 1990

Le présent contrat est conclu à compter du > Nouvembre 1901 pour une durée indéterminée, sous réserve des résultats de la visite médicale d'embauche. L'entrée en fonction de Monsieur Patrick PAUVET prévue le visite de la signature par Monsieur Patrick PAUVET du présent contrat qui doit être retourné à la Société avant le 19 octobre 1990 ; en cas de non retour à cette date, la proposition d'embauche contenue dans le contrat serait annulée.

Au delà de la période d'essai, chaque partie aura la faculté de mettre fin au contrat sous réserve de respecter les règles légales et conventionnelles et notamment, pour Monsleur Patrick FAUVET, de prévenir l'autre partie de son intention par lettre recommandée avec accusé de réception un mois au moins à l'avance en deçà de deux ans d'ancienneté, et deux mois au moins à l'avance au delà de deux ans d'ancienneté.

#### ARTICLE 5 - PERIODE D'ESSAI

Compte tenu de la nature du travail confié à Monsieur Patrick FAUVET et des stages de formation obligatoire, la période d'essai d'un mois sera tacitement renouvelée pour une période équivalente. Ainsi durant cette période d'essai, la Société ARTHUR ANDRESEN INFORMATIQUE ou Monsieur Patrick FAUVET sera libre de mettre fin au présent contrat de travail de façon unilatérale, en respectant un préavis d'une journée de travail pendant le premier mois. Après le premier mois, le temps de préavis réciproque sera d'une semaine par mois passé dans l'entreprise.

#### ARTICLE 6 - DEPLACEMENTS

Monsieur Patrick FAUVET, pourra être amené de par ses fonctions, à effectuer des déplacements en France et à l'étranger. Monsieur Patrick FAUVET se verra payer ses frais de déplacement selon les principes et usages définis dans notre règlementation interne et figurant dans le livret d'accueil qui lui sera remis le jour de son entrée dans la Société.

L'utilisation du véhicule personnel pour les déplacements professionnels est soumise à l'obligation de contracter une police d'assurance couvrant les risques professionnels et à la présentation du justificatif au Service du Personnel. Une indemnité Kilométrique forfaitaire de 10 % supérieure à la moyenne fiscale est allouée à cet effet.

Monsieur Patrick PAUVET effectuera ses fonctions principalement sur Sophia Antipolis. La coordination de nos différents centres de développement peut toutefois exiger des déplacements de durée variable entre ces centres et votre affectation géographique pourra varier en fonction de l'évolution des contraintes de l'entreprise.

8

#### ARTICLE 7 - CLAUSE SUR LA PROPRIETE INTELLECTUELLE

Monsieur Patrick PAUVET dans le cadre de ses missions, peut être amené à participer à la rédaction de documents, au développement de logiciels, ou à toute autre création intellectuelle. Ces créations seront en tout état de cause la propriété exclusive d'ARTHUR ANDRESEN INFORMATIQUE qui seule pourra décider de l'usage et de l'exploitation qui en seront faits.

Au cas où Monsieur Patrick FAUVET réaliserait des créations intellectuelles en dehors d'ARTHUR ANDERSEM INFORMATIQUE (ou d'une société du groupe), il doit en aviser cette dernière qui bénéficiera d'un droit de préemption sur lesdites créations moyennant le paiement de redevances au cas où ARTHUR ANDERSEM INFORMATIQUE choisirait de se faire attribuer le droit de propriété. A défaut d'accord amiable, ces redevances seraient fixées par un expert.

Aucun acte ayant pour objet, ou pour effet, l'attribution de droit de propriété intellectuelle (brevets, marques, dessins et modèles, droits d'auteurs...) ne peut être pris par Monsieur Patrick FAUVET, avant qu'ARTRUE ANDERSEN INFORMATIQUE en ait été avertie au préalable par écrit.

#### ARTICLE 8 - CLAUSE DE SECRET PROFESSIONNEL

ARTHUR ANDERSEN INFORMATIQUE est tenue, ainsi que chacun de ses salariés, par le respect du secret professionnel. En conséquence, Monsieur Patrick FAUVET est tenu de ne rien divulguer à qui que ce soit des projets, études, réalisations, consultations et logiciels réalisés au sein d'ARTHUR ANDERSEN INFORMATIQUE (ou d'une société du groupe), soit pour le compte des clients, soit pour ARTHUR ANDERSEN INFORMATIQUE elle-même, étant lié à cet égard par le secret professionnel le plus absolu. Il en est de même pour les renseignements, résultats, etc... découlant de travaux réalisés au sein d'ARTHUR ANDERSEN INFORMATIQUE (ou d'une société du groupe) ou constatés chez les clients.

De plus, toutes les mesures nécessaires doivent être prises pour s'assurer qu'aucun tiers non autorisé ne puisse accéder à aucun document comportant des informations confidentielles.

Toute infraction à cette stricte obligation constituera une faute grave et justifiera non seulement un licenciement immédiat mais en outre la réparation du préfudice causé.



#### ARTICLE 9 - CLAUSE D'EXCLUSIVITE

Monsieur Patrick FAUVET s'engage à consacrer l'intégralité de son temps de travail aux tâches qui lui seront confiées dans le cadre de son contrat de travail. Il lui est interdit d'exercer directement ou indirectement aucune autre activité professionnelle, rémunérée ou non, sauf accord préalable écrit signé par un associé d'ARTHUR ANDRESEN INFORMATIQUE.

Toute infraction à cet engagement constituerait une faute grave justifiant un licenciement immédiat et la réparation du préjudice causé.

#### ARTICLE 10 - CLAUSE DE CONFIDENTIALITE

Monsieur Patrick FAUVET, au cas où il viendrait à cesser son activité au service d'ARTHUR ANDERSEN INFORMATIQUE, sauf en cas de transfert dans une société du groupe ou à toute autre occasion si ARTHUR ANDERSEN INFORMATIQUE en fait la demande, devra remettre aux Associés concernés tous dossiers, projets, études, méthodologies, réalisations, consultations, logiciels et autres documents établis au sein d'ARTHUR ANDERSEN INFORMATIQUE (ou d'une société du groupe) et en sa possession.

Il ne devra conserver aucune copie desdits documents et en préserver, même après son départ, la confidentialité. A ce titre, il s'engage à ne pas en utiliser la teneur pour son propre compte ou pour celui de tout tiers et à ne divulguer ou laisser divulguer à qui que ce soit aucune des informations qu'ils contiemnent. La violation de cette obligation pourra entraîner la mise en cause de sa responsabilité personneile.

Fait en double exemplaire à La Défense, le 14 septembre 1990

Monsieur Patrick FAUVET (1)

ARTHUR ANDERSEN INFORMATIQUE

Joël Garlot/ Président

(1) Faire précéder la signature de la mention "lu et approuvé

#### ARTHUR ANDERSEN INFORMATIQUE

BUREAUX

TOUR GAN CEDEX 13 92082 PARIS LA DEFENSE 2 42 91 07 07

TOUR CREDIT LYONNAIS 69431 LYON CEDEX 03 78 63 72 00

BUROLINES 2 RUE M DOREI 31700 BLAGNAC 61 30 09 30

BUROPOLIS BATIMENT A 1240 ROUTE DES DOLINES SOPHIA ANTIPOLIS 06560 VALBONNE 92 94 67 00

# EMPLOYMENT CONTRACT BETWEEN THE UNDERSIGNED

AR HHUR ANDERSEN INFORMATIQUE
Public limited company with a capital of 13,487,900 FF, registered at the Register of Companies of
Nanterre under n° B 322 377 409, having its head office at
TOUR GAN CEDEX 13
92082 PARIS LA DEFENSE

on the one hand,

AND:

Mr. Patrice FAUVET living at: 21 rue Sébastien GRYPHE 69007 LYON on the other hand,

HAVE AGREED AND CERTIFY TO THE FOLLOWING:

#### ARTICLE 1 - PURPOSE

Mr Patrick Fauvet is hired as a Programmer Analyst, Level 2, Coefficient 90 I his job is ruled by the Collective Agreement <u>SYNTEC</u>, revised on 15/12/87, as well as by the internal rules available for consultation at the Human Resources Department, and by the special terms and conditions defined hereafter.

#### ARTICLE 2 - NATURE OF THE PROFESSIONAL DUTIES

ARIHUR ANDERSEN INFORMATIQUE will define to Mr. Patrick FAUVET the tasks of various natures that he will per form on behalf of the clients who will be designated to him by the managers of ARIHUR ANDERSEN INFORMATIQUE.

#### ARTICLE 3 - REMUNERATION

Mr Patrick FAUVEI's salary has been set at 140,000 Francs gross per annum and will be paid to him in 12 monthly payments each equal to 11,700 Francs gross, for 39 hours of work per week. Beyond the 39th hour worked per week, additional hours will be paid with an overtime bonus in compliance with the legal provisions in force

Paid holidays will be granted in compliance with the legislation in force and taking account the necessity of his duties

Similarly, Mr Patrick FAUVEI will benefit, from the time he joins the Company, from the provisions usually applied within ARIHUR ANDERSEN INFORMATIQUE, namely from the CRICA pension plan and from the GAN protection plan.

#### ARTICLE 4 - DURATION

The present contract is concluded from December 3, 1990, for an undetermined time period, subject to the result of the medical examination Mr Patrick FAUVET's taking up of his duties, planned for December 3, 1990, is subject to the signing by Mr Patrick FAUVET of the present contract, which must be returned to the Company before October 19, 1990; in the case that it is not returned by this date, the employment offer contained in the contract will be cancelled.

After the trial period, each party will have the option of terminating the contract, provided that the legal and collective agreement regulations are complied with, and in particular, for Mi Patrick FAUVET, to notify the other party of his intention by registered letter with proof of receipt with at least one months notice within the first two years of seniority, and two months notice beyond two years of seniority.

#### ARTICLE 5 - TRIAL PERIOD

Given the nature of the duties entrusted to Mr Patrick FAUVET and the obligatory training courses, the tial period of one month will be tacitly nerewed for an equivalent period. Thus, during this trial period, ARTHUR ANDERSEN INFORMATIQUE or Mr. Patrick FAUVET will be free to unilaterally terminate the present work contract, while respecting a notice period of one working day during the first month. After the first month, the mutual notice period will be of one week per month spent with the Company

#### ARTICLE 6 - TRAVEL

Mr Patrick FAUVEI may, due to his duties, have to travel in France and abroad Mr Patrick FAUVEI will be paid his travel expenses in accordance with the policies and procedures defined in our internal rules and set forth in the welcome booklet that he will be given on the day he joins the Company

The use of a personal vehicle for business travel is subject to the purchase of an insurance policy covering professional risks and the presentation of documentary evidence to the Human Resources Department. A flat-tate mileage allowance of 10% greater than the fiscal average is granted for this purpose.

Mr Patrick FAUVET shall perform his assignments principally in Sophia Antipolis. The coordination of our different development centers may however require trips of variable length between these centers and his geographical area of employment may vary according to the evolution of the company's constraints

#### ARTICLE 7 - CLAUSE ON INTELLECTUAL PROPERTY

Mr Patrick FAUVET, within the scope of his assignments, may take part in the writing of documents, in the development of software, or in any other intellectual creation. Such creations shall in any event be the exclusive property of ARIHUR ANDERSEN INFORMATIQUE who alone shall decide what use and exploitation is to be made thereof

Should Mr. Patrick FAUVET make intellectual creations outside of ARTHUR ANDERSEN INFORMATIQUE (or of a company of the Group), he must advise the latter who will have a right of preemption on said creations for payment of a compensation should ARTHUR ANDERSEN INFORMATIQUE decide to be assigned the property right If no amicable agreement is reached, the amount of compensation shall be determined by an expert

No act having as an aim or as a result the granting of intellectual property rights (patents, trademarks, designs and models, copyright.) can be undertaken by Mr. Patrick FAUVET before ARIHUR ANDERSEN NFNORMATIQUE has been notified thereof in writing

#### ARTICLE 8 - PROFESSIONAL SECRECY CLAUSE

ARTHUR ANDERSEN INFORMATIQUE and each of its employees are bound to professional secrecy. Consequently, Mr. Patrick FAUVET is bound not to disclose to anyone any information on the projects, research, creations, consultations and software produced within ARTHUR ANDERSEN INFORMATIQUE (or within a company of the Group), either for clients, or for ARTHUR ANDERSEN INFORMATIQUE (itself, as he is bound in this regard to absolute professional secrecy. This applies as well to information, results, etc. resulting from work carried out within ARTHUR ANDERSEN INFORMATIQUE (or a company of the group), or observed at clients

Furthermore, all necessary measures shall be taken to ensure that no unauthorized third party may have access to any document which contains confidential information.

Any breach of this strict obligation will constitute a serious fault and will justify not only an immediate dismissal but also compensation for the damage caused

#### ARTICLE 9 - EXCLUSIVITY CLAUSE

Mr. Patrick FAUVET undertakes to devote all his working time to the tasks that he will be entrusted with, in the scope of his employment contract. He is prohibited from directly or indirectly having another professional activity, whether this activity is paid or not, unless a previous written agreement has been sized by an ARTHUR ANDERSEN INFORMATIOUE Associate.

Any breach of this undertaking would constitute a serious fault justifying an immediate dismissal and compensation for the damage caused

#### ARTICLE 10 - CONFIDENTIALITY CLAUSE

Mr Partick FAUVET, in the event that he stops working for ARTHUR ANDERSEN INFORMATIQUE, except in the case of a transfer to a firm of the group or in any other situation in which ARTHUR ANDERSEN INFORMATIQUE required it, shall return to the concerned Associates all files, projects, research, methodologies, creations, consultations, software and other documents produced within ARTHUR ANDERSEN INFORMATIQUE (or a company of the group) which are in his possession

He shall not keep any copy of the above documents and shall respect their confidentiality even after his departure. In this regard, he undertakes not to use their content for his own benefit or for that of any third party and not to communicate or let any one else communicate any information that they contain. Breach of this obligation may lead to his personal liability

Drawn up in duplicate in La Défense on September 14, 1990.

ARTHUR ANDERSEN INFORMATIQUE

Mt. Patrick FAUVEI (1)

Joël Garlot President

(1) please write "read and approved"above your signature

# CABINET BEAUMONT conseils en propriété industrielle

Ingeleur E.S.E.
Consell on Breeds
European Paters, Attorney
Francis Bossch
Ingeleur E.S.B.
Currogean Paters Attorney
David Décourtye
Ingeleur E.S.B.
Currogean Paters Attorney
David Décourtye
Ingeleur E.S.B.
Currogean Paters Attorney
Jeremy Harrison
Incernal Curroge
European Paters Attorney
Jeremy Harrison
Incernal Curroge London
European Paters Attorney
Françoise Murrigier
Professour de Physique-Chrinic
Veronique Beaurigier
Consort en Harryere & Modèles
Handstalen O H.H.

Michel de Beaumont

Laurent Thibon Ingénieur ESIGELEC Conseil en Brevets & Marques European Patent Materney Pierre de Beaumont Makrise Chim -Phys électronique

# TRANSLATOR VERIFICATION CERTIFICATE

I, Jeremy Harrison, 1 Rue Champollion, 38000 GRENOBLE, FRANCE, fully conversant with the English and French languages, hereby certify that to the best of my knowledge and belief the following is a true translation into the English language, which has been made by me and for which I accept responsibility:

Employment contract of Patrice Fauvet dated September 14, 1990.

Signed this 27th day of August, 2008

Jeremy Harrison

EXHIBIT IE